

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



Dated: December 22, 2010

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P.A.

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10-29186

Sarah S. Curley
SARAH S. CURLEY
U.S. Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Richard D. Urias and Jennie West Urias
Debtors.

Wells Fargo Bank, N.A.

Movant,

vs.

Richard D. Urias and Jennie West Urias, Debtors;
Russell A. Brown, Trustee.

Respondents.

No. 2:10-bk-30943-SSC

Chapter 13

**ORDER REGARDING
MOTION FOR RELIEF**

IT IS HEREBY ORDERED by and between the parties herein, through counsel undersigned,
that all stays and injunctions, including the automatic stays under U.S. Bankruptcy Code Section
362(a), are hereby vacated with respect to the real property which is the subject of the Deed of Trust
recorded in the records of the Maricopa County, Arizona Recorder's Office, wherein Richard D.

1 Urias and Jennie West Urias, are designated as trustors and Wells Fargo Bank, N.A. is the current
2 beneficiary, which Deed of Trust encumbers the following described real property:

3 LOT 307, MOUNTAIN PARK RANCH, UNIT 37C, ACCORDING TO BOOK 315 OF
4 MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA

5 IT IS FURTHER ORDERED that the debtors will cure the post-petition arrearages currently
6 due as follows:

7 3 Monthly Payments(s) at \$1,704.28	\$5,112.84
(October 1, 2010 - December 1, 2010)	
8 Demand Fee	\$400.00
9 Total	\$5,512.84

10
11 1. The total arrearage shall be paid in six monthly installments. Payments one through
12 five (1-5) in the amount of \$918.81 shall be in addition to the regular monthly payment and shall be
13 due on or before the 15th day of the month commencing with the January 15, 2011 payment and
14 continuing throughout and concluding on or before May 15, 2011. The sixth final payment in the
15 amount of \$918.79 shall be paid on or before June 15, 2011.

16 2. In addition to the payment listed in Paragraph 1, the Debtors, will make the regular
17 post-petition payment due for January 1, 2011, which shall be made when due, and all subsequent
18 payments shall be made when due.

19 IT IS FURTHER ORDERED that Wells Fargo Bank, N.A. as the current beneficiary under
20 the above described Deed of Trust agrees not to conduct a Trustee's Sale or judicial "foreclosure" on
21 its Deed of Trust, so long as the terms of this Order are complied with. In the event of default in
22 making any payments described herein Secured Creditor is permitted, in its discretion, to conduct a
23 Trustee's Sale, judicial foreclosure, or take whatever other actions necessary to protect their interest
24 in the above legally described property upon giving written notice of such default to debtors, Debtors'
25 Counsel and Trustee and Debtors' failure to cure such default within fifteen (15) days of the date of
26

1 such notice. In the event said default is not cured within said fifteen (15) day period, all arrearages,
2 both pre-petition and post-petition shall become immediately due and payable in full and pre-petition
3 arrearages shall not continue to be payable under the terms of the Plan.

4 IT IS FURTHER ORDERED that if a default notice becomes necessary, Debtors will be
5 charged \$150.00 for fees and costs associated with handling the curing of the default, to be paid
6 together with the defaulted payment and late charge. Debtors shall tender the default payment, late
7 charge and the additional \$150.00 fee for attorney's fees and costs, as set forth above, in the form of a
8 cashier's check or money order, made payable to Movant. If the defaulted payments are not received
9 by Movant, together with the late charge and the \$150.00 default fee, within fifteen days after the
10 default notice was sent, all arrearages, both pre-petition and post-petition shall become immediately
11 due and payable in full and pre-petition arrearages shall not continue to be payable under the terms of
12 the plan.
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14 IT IS FURTHER ORDERED that if Debtor' Bankruptcy Case No. 2:10-bk-30943-SSC is
15 dismissed, either voluntary or involuntary, for any reason, this Order will become null and void and
16 Wells Fargo Bank, N.A., and after such dismissal, may, in its discretion, conduct a Trustee's Sale or
17 judicial "foreclosure" on its Deed of Trust or take whatever other actions necessary to protect their
18 interest in the above legally described property.
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20 IT IS FURTHER ORDERED that in the event of conversion by the Debtor to any other
21 bankruptcy chapter, the repayment portion of this Order shall become null and void, except that the
22 portion of this Order vacating the automatic stay under U.S. Bankruptcy Code Section 362 (a) shall
23 remain in full force and effect.

24 IT IS FURTHER ORDERED that any hearings scheduled in the matter are vacated.
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